



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 11, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF AMENDMENT NUMBER 1 TO
COUNTY CONTRACT NUMBER H-701867 WITH WELLS HOUSE HOSPICE
FOUNDATION FOR RESIDENTIAL HOSPICE AND FACILITY NURSING SERVICES
FOR THE OFFICE OF AIDS PROGRAMS AND POLICY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to sign Amendment Number 1, substantially similar to Exhibit I to County Contract Number H-701867, with Wells House Hospice Foundation (WHHF) to increase the total maximum obligation by \$375,720 from \$561,510 to \$937,230 effective upon date of Board approval through June 30, 2008, and to extend the term for 12 months, effective July 1, 2008 through June 30, 2009, at a cost of \$601,920, for a total revised maximum obligation of \$1,539,150, 100 percent offset by Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, Part B grant funds.
2. Delegate authority to the Director of DPH, or his designee, to accept and sign any amendments to Contract Number H-701867, effective upon date of Board approval through June 30, 2008; and the period of July 1, 2008 through June 30, 2009, to rollover unspent funds, to extend the term and or increase or decrease each annual maximum obligation by no more than 15 percent, subject to review and approval by County Counsel and Chief Executive Office and notification to the Board offices.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Director of DPH, or his designee, to add additional funding and extend the term to the WHHF Agreement in order to provide additional hospice services through June 30, 2009.

Beginning in the final quarter of the 2006-07 program cycle, the Office of AIDS Programs and Policy (OAPP) confirmed an increased utilization in residential hospice and skilled nursing facility services. As a result, on August 17, 2007, WHHF's maximum obligation was augmented by \$33,930 authorized under the terms of County Contract H-701867. WHHF has been able to absorb the extra patient load and is in the best position to add capacity to meet the continuing demand for increased services.

Projections given the current patient census indicate the need for a larger augmentation to meet the increased demand for these critical services.

FISCAL IMPACT/FINANCING

Amendment Number 1 will increase the total maximum obligation by \$375,720 from \$561,510 to \$937,230, effective upon date of Board approval through June 30, 2008, and extend the term of County Contract H-701867 for a period of 12 months, effective July 1, 2008 through June 30, 2009, at an additional cost of \$601,920, for a total revised maximum obligation of \$1,539,150, 100 percent funded by CARE Act, Part B funds.

Payments under Amendment Number 1 will continue on a Fee-For-Service basis.

Funding for these services is included in the Fiscal Year (FY) 2007-08 Final Adopted Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Historically, the Board has accepted financial assistance from State funding sources and has taken a number of actions to provide services and expend grant funds, primarily through contracts with community-based providers.

The CARE Act of 1990 authorizes grants for the development, coordination, and operation of effective and cost efficient services to persons infected with HIV/AIDS. Through the CARE Act, there are two sources of funding for Los Angeles County: Part A are funds which are awarded directly to the County and administered by DPH; and Part B funds are awarded directly to the State and administered locally by DPH.

Honorable Board of Supervisors
December 11, 2007
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On February 21, 2006, your Board delegated authority to the Department of Health Services (now DPH) to execute an agreement with WHHF for HIV/AIDS residential hospice and residential skilled nursing facility services, effective March 1, 2006 through June 30, 2008

County Counsel has reviewed and approved Exhibit I as to form.

Attachment A provides additional information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will allow for an increased capacity to meet the growing demand for residential hospice and residential nursing facility services in response to community needs.

CONCLUSION

The Department of Public Health requires four signed copies of your Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Public Health, Contracts and Grants Division, at (213) 240-8179 when these documents are available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:RM:bjs

Attachments (2)

c: County Counsel
Director and Health Officer, Department of Public Health

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

The Department of Public Health's Office of AIDS Programs and Policy (OAPP) provides HIV/AIDS support and services that include residential hospice and residential skilled nursing facility services.

2. AGENCY NAME, ADDRESS AND CONTACT PERSON:

Wells House Hospice Foundation, Inc.
245 Cherry Avenue
Long Beach, California 90802
Attention: Elye L. Pitts, Executive Director
Telephone: (562) 533-8879 Fax: (562) 437-7572
E-mail: Wellsfund@aol.com

3. TERM:

Amendment Number 1 is effective on date of Board approval through June 30, 2009.

4. FINANCIAL INFORMATION:

Amendment Number 1 will increase the total maximum obligation by \$375,720 or from \$561,510 to \$937,230, effective upon date of Board approval through June 30, 2008, and an additional \$601,920 for Fiscal Year (FY) 2008-09, for a total maximum obligation of \$1,539,150, 100 percent funded by Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, Part B funds.

Payments under Amendment Number 1 will continue on a Fee-For-Service basis.

Funding for these services is included in the FY 2007-08 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

5. GEOGRAPHIC AREA SERVED:

District 4.

6. ACCOUNTABLE FOR MONITORING AND EVALUATIONS:

Mario J. Pérez, Director, Office of AIDS Programs and Policy
(213) 351-8001

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy
Contracts and Grants:	Gary T. Izumi, Chief
County Counsel (approval as to form)	Andrea Ross, Senior Associate County Counsel

EXHIBIT I

Contract No. H-701867-1

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY
SERVICES AGREEMENT**

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

WELLS HOUSE HOSPICE
FOUNDATION, INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY SERVICES
AGREEMENT", dated March 1, 2006, and further identified as Agreement Number
H-701867, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the agreement to
increase the maximum obligation and extend the term and provide other changes set
forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties. NOW, THEREFORE, the parties agree as follows:

Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: the term of this Agreement shall commence on March 1, 2006 and continue in full force and effect through June 30, 2009, subject to the availability of CARE Act funds. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A-1, attached hereto and incorporated herein by reference."

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph C, shall be amended and subparagraph D shall be added to Agreement as follows:

"C. During the period of date of Board approval through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred One Thousand, Nine Hundred Twenty Dollars (\$601,920). Such maximum obligation is comprised entirely of Comprehensive AIDS Resources Emergency (CARE) Act, Part

B, Year 17 funds. This sum represents the total maximum obligation of County replaced by Schedule 4, attached hereto and incorporated herein by reference.

D. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred One Thousand, Nine Hundred Twenty Dollars (\$601,920). Such maximum obligation is comprised entirely of CARE Act, Part B, Year 18 funds. This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference."

4. Paragraph 3, CONFLICT OF TERMS, shall be revised to read as follows:

"3. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

5. Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 4 and 5, and the FEE-FOR-SERVICE paragraph of this Agreement. Invoices and cost reports

must be submitted and will be reimbursed in accordance with approved line-item detailed budgets. "

6. As the effective date of this Amendment, Exhibit A shall be replaced by Exhibit A1, as attached hereto and incorporated herein by reference.

7. As of the effective date of this Amendment, Schedule 3 shall be replaced by Schedule 4, and Schedule 5 added to the agreement.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

WELLS HOUSE HOSPICE FOUNDATION, INC..
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T Izumi, Chief
Contracts and Grants

EXHIBIT A1

WELLS HOUSE HOSPICE FOUNDATION

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY
SERVICES AGREEMENT**

3. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, shall be amended to read as follows:

““For the period of March 1, 2006 through June 30, 2009 County’s maximum obligation which is allocated under this Exhibit for HIV/AIDS Nursing Facility Services shall not exceed 1 Million, Five Hundred Thirty Nine Thousand, and One Hundred Fifty Dollars (1,539,150).”

5. Paragraph 4, COMPENSATION, shall be amended to read as following:

“County agrees to compensate Contractor for performing services hereunder at the Fee-For-Service rate as set forth in Schedules 1, 2, and 3, replaced by Schedule 4, and Schedule 5. Such rate is all inclusive and includes reimbursement for all RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY Services hereunder. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for residential services, the number of units of service billable will be the number of days an individual occupied a bed (physically present in the facility

overnight), including either the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that providers must use to track services is the number of unduplicated clients and the number of service days delivered.

A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives housing and meals.

Payment for services provided hereunder shall be subject to the provisions set forth in the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement."

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SCHEDULE 4

WELLS HOUSE HOSPICE FOUNDATION, INC.

HIV/AIDS RESIDENTIAL HOSPICE AND NURSING FACILITY SERVICES

Budget Period

July 1, 2007
through
June 30, 2008

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Residential Hospice	234	\$300	\$70,200
Service: Residential Nursing	1477	\$360	\$531,720
MAXIMUM OBLIGATION			\$601,920
MAXIMUM MONTHLY PAYMENT			\$50,166

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 5

WELLS HOUSE HOSPICE FOUNDATION, INC.

HIV/AIDS RESIDENTIAL HOSPICE AND NURSING FACILITY SERVICES

Budget Period

July 1, 2008
through
June 30, 2009

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Residential Hospice	234	\$300	\$70,200
Service: Residential Nursing	1477	\$360	\$531,720
MAXIMUM OBLIGATION			\$601,920
MAXIMUM MONTHLY PAYMENT			\$50,166

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Contract Goals and Objectives	Residential Hospice Services
Service Unit	Number of Resident Days Per Year
Wells House Hospice Foundation, Inc.	234

Contract Goals and Objectives	Nursing Facility Services
Service Unit	Number of Resident Days Per Year
Wells House Hospice Foundation, Inc.	1477